

EXHIBIT 5


Silicon Valley Bank
**SVB Eurodollar Sweep Account Agreement
(Cayman Islands Branch)**
INTRODUCTION

The SVB Eurodollar Sweep Account provides clients with a convenient way to earn interest while keeping their funds available for banking needs. Client balances automatically transfer or “sweep” between the Deposit Account and the interest-bearing SVB Eurodollar Sweep Account held at Silicon Valley Bank’s Cayman Islands Branch.

General terms for this account include:

| | |
|--|---|
| <i>Type of Account</i> | SVB Eurodollar Sweep Account |
| <i>Currency</i> | U.S. Dollars |
| <i>Interest Rate</i> | Varies, at our discretion (zero on balances below \$100,000). Refer to our current rate sheet for our current tier levels and rates. |
| <i>Minimum Balance Requirement for SVB Eurodollar Sweep Account (Cayman Islands)</i> | U.S. \$100,000 |
| <i>Minimum Target Balance for Deposit Account (U.S. domestic account)</i> | U.S. \$75,000 in Collected Balances |
| <i>FDIC Insurance</i> | None. After the sweep, funds in the SVB Eurodollar Sweep Account are not “deposits” as defined by the FDIC. Your status in the event of a Bank failure would be that of a general creditor and not a depositor. |

SVB EURODOLLAR SWEEP ACCOUNT AND SERVICES.

1. **Appointment of Bank as Agent.** You appoint us and our representatives to act as your agent to process the transfer of your balances between the Deposit Account and the SVB Eurodollar Sweep Account, as set forth below. You instruct and authorize us to establish the SVB Eurodollar Sweep Account in your name and for your account. Transactions will be recorded in the SVB Eurodollar Sweep Account assigned by us.

2. **How the SVB Eurodollar Sweep Account Works.** Each Business Day, we will post all deposits, checks and other credits, and all debit transactions and other charges or adjustments, to the Deposit Account in accordance with our procedures for that account. This ending ledger balance, adjusted for float and holds, will determine the Collected Balance as of the end of that Business Day. Funds will be transferred from the Deposit Account to the SVB Eurodollar Sweep Account if two conditions can be met: (a) the transfer is sufficient to result in a balance in the SVB Eurodollar Sweep Account of at least \$100,000; and (b) after giving effect to the transfer, the Collected Balance in the Deposit Account will meet the Target Balance. Thus, the Deposit Account Collected Balance must exceed the Target Balance by at least \$100,000 before a sweep may occur. Further, when a sweep occurs, it will reduce the Collected Balance in the Deposit Account down to the Target Balance. (For example, if the Collected Balance in the Deposit Account is \$225,000 at the end of the Business Day including the minimum Target Balance, \$150,000 will automatically transfer to the SVB Eurodollar Sweep Account (\$225,000 Collected Balance - \$75,000 Target Balance = \$150,000 sweep; funds in the SVB Eurodollar Sweep Account exceed \$100,000)). Notwithstanding anything to the contrary in this Agreement, transfers to the SVB Eurodollar Sweep Account will be limited to whole dollar amounts, and any partial dollar amounts will remain in the Deposit Account. Thus, the Collected Balance remaining in the Deposit Account after a transfer to the SVB Eurodollar Sweep Account may be as much as ninety nine cents over the Target Balance.

As of the morning of the following Business Day, the entire balance in the SVB Eurodollar Sweep Account will automatically transfer to the Deposit Account, leaving the SVB Eurodollar Sweep Account with a balance of zero. The funds transferred to the Deposit Account will be immediately available to you for intra-day banking needs. We will credit interest earned on the balance in the SVB Eurodollar Sweep Account as described below.

The minimum amount that may transfer to the SVB Eurodollar Sweep Account is \$100,000. If at the end of any Business Day the Collected Balance in the Deposit Account does not exceed the Target Balance by at least \$100,000, we will not make the transfer to the SVB Eurodollar Sweep Account that Business Day. (For example, we will not make a transfer to the SVB Eurodollar Sweep Account if the Collected Balance is \$150,000 at the end of the Business Day, because there is not \$100,000 in excess of the Target Balance available to sweep.)

We will use reasonable efforts to transfer your funds to and from the Deposit Account and the SVB Eurodollar Sweep Account in accordance with this Agreement, but we have no duty to transfer funds if we determine that doing so may result in any loss or risk of loss to us (including, by way of example, loss or risk of loss on checks, ACH transactions or other credits to



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the Deposit Account), if any of the circumstances that may limit transfer or access to the account that are described in this Agreement arise, or where our action or non-action is otherwise permissible under the Deposit Agreement and Disclosure Statement. We may move funds from or otherwise adjust transactions in your SVB Eurodollar Sweep Account at any time to avoid your having a positive balance of less than \$100,000 in the account.

3. How Interest is Calculated and Paid. We use the daily balance method (365-day accrual) to calculate the interest paid on collected balances in your SVB Eurodollar Sweep Account. Interest accrues daily and is paid at the end of the statement cycle, which is usually the last Business Day of the month. Interest is paid to you by credit to your SVB Eurodollar Sweep Account then immediately transfers to your Deposit Account. Rates are set at our discretion and may be changed at any time at our discretion. Analysis credit calculated on your accounts with us will not include balances maintained in a SVB Eurodollar Sweep Account.

4. Transactions on SVB Eurodollar Sweep Accounts. Your access to and transactions on a SVB Eurodollar Sweep Account are limited as set forth in this Agreement. In addition, some inter-branch services may be unavailable or limited. You acknowledge that the SVB Eurodollar Sweep Account is a "non-transaction" account, meaning you may not attempt to wire directly to or from it or otherwise credit or debit the SVB Eurodollar Sweep Account in a manner other than the automated sweep mechanism described in this Agreement. The SVB Eurodollar Sweep Account is designed only to be credited and debited through the automated sweep mechanism. Failure to comply with this policy may result in the closing of the SVB Eurodollar Sweep Account and possible forfeiture of accrued interest. You represent and warrant that (a) you will not establish a SVB Eurodollar Sweep Account primarily for personal, family or household purposes, and (b) you are not a Cayman Resident (as defined below).

5. Relation to Deposit Agreement. This Agreement is an addendum to and part of the SVB Deposit Agreement and Disclosure Statement ("Deposit Agreement"). Together, they form the agreement (the "Agreement") that governs your SVB Eurodollar Sweep Account and the sweep services. **The Agreement (in the Deposit Agreement) contains a dispute resolution provision under which you and we waive any right you or we may have to request a jury trial. It also contains a provision for judicial reference, as an alternative dispute resolution provision.** If there are conflicts with the Deposit Agreement, the terms of this SVB Eurodollar Sweep Account Agreement will control. We may change the terms of the Agreement at any time.

6. Relations to SVB Online Banking. Your access to balance, daily transaction and other information about your SVB Eurodollar Sweep Accounts may be via SVB Online Banking, our online banking product. You acknowledge receipt of SVB Online Banking Conditions of Use. The terms of the Deposit Agreement that govern the use of SVB Online Banking (including SVB Online Banking Conditions of Use and the SVB Online Banking Enrollment Form) (collectively, the "SVB Online Banking Agreement") also apply to your use of SVB Online Banking to view balance and other information about your SVB Eurodollar Sweep Account services. Your monthly statements will be delivered to you electronically via SVB Online Banking. You may also request a mailed copy via U.S. mail.

7. Fees and Charges. You agree to pay our fees and charges, as set forth in this Agreement or as otherwise communicated to you. These fees and charges are subject to change. We may charge any account of yours for any fees and charges, including any SVB Eurodollar Sweep Account.

8. Reversal of Entries. We reserve the right to reverse any credit or debit to your SVB Eurodollar Sweep Account if, in our reasonable opinion, it is necessary or appropriate for us to do as a result of legal process, judicial order or otherwise by law, by any regulatory body or by the rules of any funds transfer system. We may charge back any deposit or credit to any SVB Eurodollar Sweep Account or other account of yours at any time if an electronic payment or an item is reversed or returned to us, whether the reversal or return was or was not proper, timely or otherwise in compliance with the laws, rules or regulations applicable to the electronic payment or item. We may also reverse credit that was given in advance of receipt of funds if such funds are subsequently not received, whether or not non-delivery is attributable to your or our or third-party actions or omissions and with effect back-valued to the date on which the correct entry (or no entry) should have been made. We may use currency exchange rates, if conversion is needed, as in effect as of the initial transaction, or as of the date of the reversal, or as of another time, and conversion fees may apply in any case where currency conversion is needed or used.

9. Deductions. You agree to pay any fees, taxes or duties relating to your SVB Eurodollar Sweep Account (excluding those related to our net income). We may deduct or withhold from payments to you any amounts that we are required (or reasonably believe to be required) to deduct or withhold under applicable law or by any applicable taxation or other authority. We may escheat property in accordance with relevant law.



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10. **Right of Setoff or Other Chargeback.** As detailed in the Deposit Agreement and Disclosure Statement, under certain circumstances we may use funds in your accounts – including your SVB Eurodollar Sweep Account – to pay debts and obligations that you owe us.

11. **Reporting Requirements.** We are required to report interest earned on SVB Eurodollar Sweep Accounts in accordance with applicable laws, rules and regulations. For example, U.S. clients may receive an IRS Form 1099-INT for the interest earned on SVB Eurodollar Sweep Account.

ADDITIONAL TERMS AND PROVISIONS

DEFINITIONS

Capitalized terms have the meanings indicated in the Deposit Agreement. The terms “we,” “us,” “our,” “SVB,” and “Bank” refer to Silicon Valley Bank, and “you” and “your” refer to the Client named below. In addition:

“Business Day” means Monday through Friday from 8 AM PT to 5 PM PT, excluding U.S. federal holidays.

“Collected Balance” means the ledger balance in the Deposit Account, less float and holds as calculated by SVB.

“Deposit Account” means your demand deposit account at a U.S. office of Silicon Valley Bank.

“SVB Eurodollar Sweep Account” means the U.S. dollar denominated account established at the Cayman Branch under this Agreement. The SVB Eurodollar Sweep Account is an “account” as that term is used in the Deposit Agreement.

“Target Balance” means the Collected Balance that is to remain in the Deposit Account after the transfer to the SVB Eurodollar Sweep Account occurs. The minimum Target Balance is U.S. \$75,000.

ASSIGNMENT

We may assign our rights and delegate our duties under this Agreement to a company affiliated with us or to a third party. You may not assign any right or delegate any obligation under this Agreement without our prior written consent. This Agreement is made for the exclusive benefit of you and us. No third party has any rights under this Agreement.

ENTIRE AGREEMENT

Unless we agree otherwise in writing, this Agreement, your Bank Depositor Agreement (signature card) and the terms and conditions governing your use of SVB Online Banking constitute the entire agreement between you and us with respect to the SVB Eurodollar Sweep Account and sweep services.

GOVERNING LAW/COMPLIANCE

This Agreement will be governed by and construed in accordance with the laws of the State of California (without reference to its conflict of law provisions). The California Commercial Code (including Section 9304(b)(2)) shall govern the attachment, perfection and priority of security interests and liens in the SVB Eurodollar Sweep Account. Notwithstanding the foregoing, the SVB Eurodollar Sweep Account shall be and shall remain subject to the laws of the Cayman Islands and to the paragraph below. You agree not to conduct any transaction that would violate any laws of any state or the United States (including the economic sanctions administered by the U.S. Treasury’s Office of Foreign Assets Control), of the Cayman Islands or of any other government.

SVB Eurodollar Sweep Account deposits are deposits of the Cayman Islands branch of Silicon Valley Bank (“Cayman Branch”) and are subject to the laws of the Cayman Islands. These deposits are NOT domestic deposits, are NOT insured by the FDIC and are NOT guaranteed in any way by the United States government or any government agency thereof. The obligations related to the SVB Eurodollar Sweep Account will be payable and collectible only at and by the Cayman Branch, subject to the laws (including any governmental actions, orders, decrees and/or regulations) and under the exclusive jurisdiction of the courts of the Cayman Islands. The Bank and the Cayman Branch shall be excused from any failure to discharge its obligations hereunder that is a result of restrictions imposed on the transferability of funds, confiscations or expropriations, acts of war, insurrections, civil disturbances, actions by any government or similar institutions, or any other reasons of force majeure or any other circumstances beyond its control. Neither the Bank’s head office nor any other office, branch, or affiliate of the Bank will be liable therefore. Persons resident in the Cayman Islands (“Cayman Residents”), other than exempted Cayman licensed entities or ordinary non-resident companies, may not establish a SVB Eurodollar Sweep Account.



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ACCOUNT INFORMATION

Client Name ("Client"): _____
(Title on Account)

Deposit Account Number: _____ Target Balance: U.S. \$ _____

ACCEPTANCE. This SVB Eurodollar Sweep Account Agreement is entered into by and between Silicon Valley Bank and the Client named above, effective as of the date of acceptance by the Bank. By signing below, Client agrees to the terms and conditions of this Agreement.

Authorized Signature Date

Print Name Title

Authorized Signature* Date

Print Name Title

*To be used only if Client's SVB Bank Depositor Agreement specifies that two signatures are required.

SILICON VALLEY BANK

Authorized Signature Date

Print Name Title